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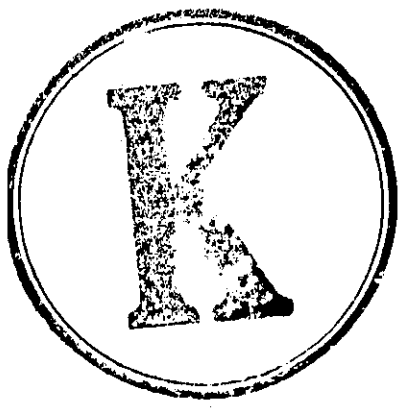

Agreements regarding Service

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A G N Service/41.

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AN AGREEMENT made the day of

One thousand nine hundred and ~~thirty nine~~ forty one between Mr. S.R.Tawde (hereinafter referred to as "the Covenantor") of the one part and the Governor of Bombay (hereinafter referred to as "the Governor") of the other part.

WHEREAS the Government of Bombay (hereinafter referred to as "the Government") has engaged the Covenantor to serve His Majesty in India as Educational Inspector, Southern Division, an officer of the Bombay Educational Service, Class I, under the Government on the pay and subject to the conditions hereinafter contained; Now it is hereby agreed by and between the parties hereto as follows :-

(1) The Covenantor shall at all times during the period of his service employ himself wholly, faithfully and diligently under the orders and instructions of the Government and of the Officers who may be placed over him.

(2) The Covenantor shall in all respects faithfully obey, observe and comply with the rules for the time being applicable to persons serving in connection with the affiars of the Province of Bombay. He shall conform to and obey all the departmental rules and regulations and such orders and directions as he may from time to time receive from Government or from such officers and authorities as may be placed over him. He shall proceed, to any place or places to which he may be ordered from time to time to proceed for the performance of his duties.

(3)

(3) The Covenantor shall devote his whole time and attention to the duties of his office and shall not engage directly or indirectly in any trade, business or occupation on his own account and shall not, except in case of accident or sickness certified by competent medical authority, absent himself from his duties without having first obtained permission from the Government or its authorised officers.

(4) The Covenantor shall be entitled with effect from the 1st August,1940, to a pay of Rs.860/- per mensem on the time scale of the service to which he belongs viz. Rs. 300-20-420-Efficiency Bar-30-660-Efficiency Bar-40-900 and shall draw his next and last increments in that scale ~~annually~~ (if admissible) ~~commencing~~ on ~~from~~ the 23rd June,1941, on normal date ~~when~~ he will be entitled to a pay of Rs. 900/- per mensem in the said scale ~~and he~~ The Covenantor shall not be entitled to overseas pay.

(5) The Covenantor will count his service for leave and pension according to the rules for the time being in force applicable to the service to which he belongs.

(6) The Covenantor shall not resign his appointment without obtaining previous written sanction of the Government or its authorised officers.

(7) The Government may at any time dispense with the services of the Covenantor without notice in the event of misconduct on his part or of a breach by him of any of the conditions of his employment.

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(8) If the Government is satisfied on the report of a duly constituted advisory Medical Board that the Covenantor is unfit and is likely to continue unfit for a considerable period by reason of ill-health for the discharge of his duties, it may at any time during the continuance of the agreement determine his service. The decision of the Government shall be final and binding on the Covenantor.

(9) The Covenantor shall at all times well, truly and faithfully account for and pay over or deliver to the proper person all moneys goods, materials, documents and reports which shall at any time come to his hands or be under his charge on account of the Government.

(10) Subject to the above conditions the Government shall continue the Covenantor in His Majesty's service. But he shall not be entitled to any notice of termination of his services except such as may be provided by the rules for the time being in force applicable to the service to which he belongs.

IN WITNESS WHEREOF Mr. S R TAWDE hath set his hand and the Secretary of the Government of Bombay in the Educational Department hath by order of the Governor of Bombay set his hand and the seal of his office on behalf of the Governor of Bombay hereto the day and year first above written.

Signed by the abovenamed Mr.S.R.Tawde
in the presence of -

(1)

(2)

Signed

Signed by the
Secretary to the Government of Bombay,
Educational Department, in the presence of -

(1)

(2).

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No. 2457

Legal Department.

Bombay Castle, 18th March 1941.

From

Chimanlal C. Shah, Esquire, M.A., LL.B.,

Solicitor to the Government of Bombay;

To

The Director of Public Instruction,

Poona.

Subject:- Agreements with Messrs. J.J. Asana, D. P. Patrawali and S. R. Tawde.

Sir,

With reference to your letter No. S.24-B, dated the 7th March 1941, on the subject noted above, I have the honour to state that the three draft agreements as amended are in order. Each requires to be stamped with a stamp of Rupee one. The duplicate copy thereof also requires to be stamped with a stamp of Rupee one.

2. The three draft agreements as amended are returned herewith.

I have the honour to be,

Sir,

Your most obedient servant,

ISSUED
18 MAR 1941

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Solicitor to Government.

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A P P O I N T M E N T S.

Professor of English, Karnatak College, Dharwar.

Government of Bombay,
Educational Department,
Resolution No.S.20(1),
Bombay Castle, 24th February 1939.

Letter from the Director of Public Instruction, No. S.24-B/Confl., dated the 21st October 1938.

Government letter to the Secretary, Public Service Commission, Bombay-Sind, No.S.20(1)/278-E, dated the 2nd November 1938.

Letter from the Secretary, Public Service Commission, Bombay-Sind, No.15(1)(1), dated the 12th January 1939.

RESOLUTION --- Government is pleased to appoint Mr.L.M.A.Menezes to be officiating Professor of English on probation in the Bombay Educational Service Class I with effect from the beginning of the next academic year. The requisite notification should be published in the Bombay Government Gazette.

2. In view of the high qualifications and long teaching experience possessed by Mr.Menezes, the rule regarding the age-limit has been relaxed in his case.

3. Mr.Menezes should be informed that the scale of pay in which he is appointed is provisional as it is likely to be revised in future and that he will have to come on to the new scale if and when sanctioned for the class of service to which he is appointed.

By order of the Governor of Bombay,

V.V.Nadkarni,

Deputy Secretary to Government.

To

The Director of Public Instruction,
The Accountant General, Bombay,
The Finance Department,
L.M.A.Menezes, Esquire, (by letter).

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AN AGREEMENT made the day of One thousand nine hundred and forty-one between Mr. L.M.A.Menezes (hereinafter referred to as "the covenantor") of the one part and the Governor of Bombay(hereinafter referred to as "the Governor") of the other part.

WHEREAS the Government of Bombay (hereinafter referred to as "the Government") has engaged the covenantor to serve His Majesty in India as Professor of English, Karnatak College, Dharwar, an officer of the Bombay Educational Service, Class I, under the Government on the pay and subject to the conditions hereinafter contained; Now it is hereby agreed by and between the parties hereto as follows :-

(1) The Covenantor shall be on probation for two years from the date on which he takes over charge of the post.

(2) The Covenantor shall at all times during the period of his service employ himself wholly, faithfully and as diligently under the orders and instructions of the Government and of the Officers who may be placed over him.

(3) If the Covenantor leaves the service of His Majesty before he completes two years of service, he shall on demand forfeit to the Government the sum of rupees five hundred (Rs.500).

(4) The Covenantor shall in all respects faithfully obey, observe and comply with the rules for the time being applicable to persons serving in connection with the affairs of the Province of Bombay. He shall conform to and obey all the departmental rules and regulations and such orders and directions as he may from time to time receive from Government or from such officers and

authorities

authorities as may be placed over him. He shall proceed, to any place or places to which he may be ordered from time to time to proceed for the performance of his duties.

(5) The Covenantor shall devote his whole time and attention to the duties of his office and shall not engage directly or indirectly in any trade, business or occupation on his own account and shall not, except in case of accident or sickness certified by competent medical authority, absent himself from his duties without having first obtained permission from the Government or its authorised officers.

(6) The Covenantor shall pass such examination or examinations or undergo such post-graduate course or courses and within such time as may be prescribed by Government for the service to which he belongs and on his failure to do so, his services may be dispensed with.

(7) The Covenantor shall be entitled with effect from 20th June,1939, to a pay of Rs.300/- per mensem on the time scale of the service to which he belongs viz.,Rs.300-20-420-efficiency bar-30-660-efficiency bar-40-900 and will begin to draw increments in that scale annually (if admissible) from the 20th June,1942, when he will be entitled to a pay of Rs.320/- per mensem in the said scale and he shall not be entitled to overseas pay. The scale of pay mentioned hereinbefore shall remain liable to revision by Government. If and when the said scale of pay is revised by Government hereafter then after such revision the covenantor shall not be entitled to the scale of pay mentioned

hereinabove

hereinabove but to the new scale of pay revised and sanctioned by Government.

(8) The Covenantor will count his service for leave and pension according to the rules for the time being in force applicable to the service to which he belongs.

(9) The Covenantor shall not resign his appointment without obtaining previous written sanction of the Government or its authorised officers.

(10) The Government may at any time during the said probationary term of two years, or, if the services shall continue beyond the said term, at any time thereafter, dispense with the services of the Covenantor without notice in the event of misconduct on his part or of a breach by him of any of the conditions of his employment.

(11) If the Government is satisfied on the report of a duly constituted advisory Medical Board that the Covenantor is unfit and is likely to continue unfit for a considerable period by reason of ill-health for the discharge of his duties, it may at any time during the continuance of the agreement determine his service. The decision of the Government shall be final and binding on the Covenantor.

(12) The Covenantor shall at all times well, truly and faithfully account for and pay over or deliver to the proper person all moneys goods, materials, documents and reports which shall at any time come to his hands or be under his charge on account of the Government.

(13) Subject to the above conditions the Government shall continue the Covenantor in His Majesty's service. But he shall not be entitled to any notice of termination of his services except such as may be provided by the

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rules for the time being in force applicable to the service to which he belongs.

IN WITNESS WHEREOF Mr. L.M.A.MENEZES hath set his hand and the Secretary to the Government of Bombay in the Educational Department hath by order of the Governor of Bombay set his hand and the seal of his office on behalf of the Governor of Bombay hereto the day and year first above written.

Signed by the abovenamed Mr.L.M.A. Menezes
in the presence of -

(1)

(2)

Signed by the

Secretary to the Government of Bombay, Educational Department, in the presence of --

(1)

(2)

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